

FLUOR DANIEL FERNALD, INC

GENERAL PROVISIONS FOR COMMERCIAL ITEMS

ON-SITE SUPPLEMENT

JANUARY 2000

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1.0 FDF SUBSTANCE ABUSE PROGRAM

(a) The Seller will:

- (1) Use its best efforts to assure that all of its workers assigned to work under this contract are drug and alcohol free;
 - (2) Require its workers under this contract who are permitted access to any FDF facility, to submit to FDF random urinalysis testing for the presence of drugs and to FDF random breathalyzer testing for the presence of alcohol promptly whenever Notice of Testing is given to the Seller by FDF;
 - (3) Remove immediately from work under this contract any worker with respect to whom the Medical Review Officer determines to have tested positive for the presence of drugs and/or alcohol;
 - (4) Remove immediately from work under this contract any worker who fails to present himself or herself to FDF Medical Department for drug and/or alcohol testing promptly when Notice of Testing is given by FDF to the Seller with respect to such worker, or who otherwise fails to cooperate with the FDF drug/alcohol testing program;
 - (5) Remove from work under this contract any employee who, intentionally or unintentionally, whether by action or inaction, causes the urinalysis testing or the breathalyzer testing of any employee to be frustrated, as, for example, by miscommunicating or by failing to communicate appropriately information regarding Notice of Testing with respect to any Seller employee.
- (b) A worker who has been removed, or required to be removed, from work under this contract pursuant to this clause will not be permitted to return to work under this contract except at FDF's sole discretion and upon determination by the Medical Review Officer that the worker has completed successfully an Employee Assistance Program approved by the Medical Review Officer, or that the worker is otherwise fit to perform work under this contract.
- (c) Any urinalysis testing and any breathalyzer testing required under this contract will be conducted either by, or at the direction of, the FDF Medical Department.

2.0 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION

NOTE: This clause is applicable if the contract involves "complex or hazardous work" (i.e., any on-site project physical work involving construction, D&D, infrastructure improvement, sample collection and analysis, excavation, transportation, or waste material packaging and placement).

- (a) In performing work under this contract, the Seller shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of the work. The Seller shall exercise a degree of care commensurate with the work and the associated hazards. The Seller shall ensure that management of environment, safety, health, pollution prevention and waste minimization (ES&H) functions and activities becomes an integral but visible part of the Seller's work

planning and execution process.

- (b) The Seller shall comply with, and assist FDF and the DOE in complying with, ES&H requirements of all applicable laws and regulations, applicable directives of the DOE and follow the FDF Integrated Safety Management System (ISMS) as described in the FEMP Safety Management System Description and comply with all ISMS requirements described throughout this contract. The Seller shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (c) The Seller is responsible for compliance with the applicable ES&H requirements of this contract regardless of the performer of the work.
- (d) The Seller shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the Seller fails to provide resolution, or if at any time, the Seller's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, FDF may issue an order stopping work in whole or in part. Any stop work order issued under this clause is without prejudice to any other legal or contractual rights of FDF or any third party. After the issuance of such a stop work order, the Seller may not resume work until FDF, in its sole discretion, issues a written order to Seller requiring the resumption of the work. The Seller shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, any such work stoppage.

3.0 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (DEVIATION) (APR 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by FDF and the Government and shall be preserved by the Seller until disposal is authorized by FDF or at the option of the Seller delivered to FDF upon completion or termination of the contract. The Seller shall include appropriate provisions in subcontracts to implement this requirement.

4.0 QUALITY ASSURANCE PROGRAM

The Seller and all subcontractors shall comply with applicable portions of FDF's Quality Assurance Program, as amended from time to time.

5.0 REQUIRED INSURANCE (DEC 1998)

- (a) The Seller shall, at its sole cost, obtain and maintain in force insurance of the following types, with limits not less than those set forth below:
 - (1) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over the Seller's employees and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. The Seller agrees to indemnify FDF and the Government against and to save and hold harmless FDF and the Government from any and all liability and expense with respect to claims against FDF and the Government which may result from the failure or alleged failure of Seller or any of its subcontractors to comply with any applicable laws, rules, and regulations with respect to Workers' Compensation.
 - (2) Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit of liability of \$1,000,000 each occurrence for personal injury and property damage; and a minimum limit of liability of \$1,000,000 each occurrence for Products-Completed/Operations Liability. Such policy shall have a general aggregate limit of not less than \$1,000,000. The Products-Completed/Operations Liability coverage shall be maintained in full force and effect for not less than two (2) years following completion of Seller's Services. The policy shall be endorsed to name FDF and the Government, including their respective affiliates, directors, officers, employees, and representatives, as additional insureds.
 - (3) Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with performing the work under the contract, with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. The policy shall be endorsed to name FDF and the Government, including their respective affiliates, directors, officers, employees, and representatives, as additional insureds.
- (b) The Seller hereby agrees to release FDF and the Government, including their respective affiliates, directors, officers, employees, and representatives, and shall cause Seller's Insurers to waive their rights of subrogation against such released parties, for losses or claims for bodily injury, property damage or other insured claims arising out of Seller's or any of its subcontractor's performance under this contract.
- (c) Certificates of Insurance satisfactory in form to FDF (ACORD form or equivalent) shall be supplied to FDF prior to commencement of any work at Fernald Environmental Management Project (FEMP) under this contract, evidencing that the required insurance and waivers of subrogation are in force. Not less than thirty (30) calendar days written notice will be given to FDF prior to any cancellation or restrictive modification of the policies. At FDF's request, the Seller shall provide a certified copy of each insurance policy required under this contract.
- (d) The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance or self insurance which may be maintained by FDF or the Government. The Seller's Commercial General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that the Seller has obtained the insurance required in this clause shall in no manner lessen nor affect the Seller's other obligations or liabilities set forth in this contract.

6.0 SAFETY

- (a) Seller shall take necessary safety and other precautions to protect property and persons from damage, injury or illness arising out

of the performance of the work under this contract. Seller shall comply strictly with local, municipal, state and federal laws, orders and regulations pertaining to health or safety which are applicable to Seller or to the work, including without limitation the Occupational Safety and Health Act of 1970 (84 U.S. Statutes 1590), as amended, and any state plans approved thereunder, and regulations thereunder, to the extent applicable, and Seller warrants the materials, equipment and facilities, whether temporary or permanent, furnished by Seller in connection with the performance of the work shall comply therewith. At all times while any of Seller's employees, agents or subcontractors are on the Government's premises, Seller shall be solely responsible for providing them with a safe place of employment, and Seller shall inspect the places where its employees, agents or subcontractors are or may be present on the Government's premises and shall promptly take action to correct conditions which are or may become an unsafe place of employment for them.

- (b) Accidents, injuries and illnesses requiring medical attention other than first aid, damage to property of FDF, Government or Seller, and fires shall be orally reported to FDF at the time of the incident. Written reports, satisfactory in form and content to FDF, shall be submitted by Seller promptly after each incident.
- (c) Seller shall maintain in form and content approved by FDF, jobsite accident, injury and illness statistics, which shall be available for inspection by, and submitted to, FDF upon its written request.

7.0 SITE ACCESS

- (a) Definition: "Site", as used in this clause, means the Fernald Environmental Management Project, located at 7400 Willey Road, Fernald, OH.
- (b) DOE Orders prohibit access to the site of any person having in his or her possession contraband articles. Contraband articles include any dangerous weapons, explosive or other instrument or material likely to produce substantial injury or damage to persons or property and any prohibited drug, substance of abuse or associated paraphernalia. Persons and vehicles entering the site are subject to search. Anyone found to be in possession of contraband articles will be denied access to the site.
- (c) Any such denial of access will not excuse any failure to perform this contract in any way.

8.0 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (SEP 1992)

- (a) Program Implementation. The Seller shall, consistent with 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to FDF and the Government, the Seller's failure to comply with the requirements of 10 CFR Part 707 or to perform in a manner consistent with its approved program may render the Seller subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts
 - (1) The Seller agrees to notify FDF reasonably in advance of, but not later than 30 days prior to, the award of any lower-tier subcontract the Seller believes may be subject to the requirements of 10 CFR Part 707.
 - (2) The Seller shall develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the contract. FDF shall periodically monitor each Seller's implementation of the program for effectiveness and compliance with 10 CFR Part 707.
 - (3) The Seller agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR Part 707.

END OF SUPPLEMENT